REMARKS/ARGUMENTS

Favorable consideration of this application is respectfully requested.

Claims 1-15 are pending.

The outstanding Action includes a rejection of Claims 1-15 under §103(a) as being unpatentable over Gorsuch et al. (U.S. Patent No. 6,388,999, Gorsuch) in view of Lodha et al. (U.S. Published Patent Application No. 2003/0223430, Lodha) and further in view of Benveniste (U.S. Published Patent Application No. 2002/0163933).

The rejection of Claims 1-15 under §103(a) as being unpatentable over Gorsuch in view of Lodha and further in view of Benveniste relies upon a mistaken interpretation of Lodha. In this regard, Lodha does not teach or suggest the feature of independent Claim 1 requiring that the "needed amount of bandwidth does not exceed said predetermined amount of bandwidth" and the similar feature of independent Claims 4, 7, and 10.

In this regard, relied on Fig. 4 B and step 406 of Lodha only teaches that each queue has allocated bandwidth and that there can be unused allocated bandwidth "when the . . . queue does not exhaust its allocated band width." This means that used bandwidth can exceed the allocated bandwidth, which is contrary to the requirements in these independent claims.

The effect of the claimed feature is to make it possible for the ad-hoc network to guarantee a certain quality of service that cannot be guaranteed under the Lodha bandwidth allocation scheme or any bandwidth allocation taught by Gorsuch and/or Benveniste. This is because under the Lodha bandwidth allocation scheme the amount of needed bandwidth to gurantee a service is not a concern and no provision is taught to insure that a needed amount of bandwidth does not exceed the predetermined amount of bandwidth that has been allocated to a certain connection. Thus, under the Lodha bandwidth allocation scheme or any

bandwidth allocation taught by <u>Gorsuch</u> and/or <u>Benveniste</u> there can be no guarantee as to the quality of service.

Furthermore, both independent Claims 1 and 7 require that when there is a request for bandwidth re-allocation, as much as is required is "immediately" re-allocated. None of the relied upon references, including <u>Lodha</u>, teach or suggest this required immediate bandwidth re-allocation. Again, it is only with the claimed immediate bandwidth re-allocation that it is pssible to guarantee a certain quality of service.

As none of <u>Gorsuch</u> and/or <u>Lodha</u> and/or <u>Benveniste</u> can be reasonably said to each or suggest the above-noted limitations of the independent claims, the rejection of independent Claims 1, 4, 7, and 10 under §103(a) as being unpatentable over <u>Gorsuch</u> in view of <u>Lodha</u> and further in view of <u>Benveniste</u> is respectfully submitted to be untenable and the withdrawal thereof is respectfully requested.

In addition, as Claims 2, 3, 6, and 13-15 all ultimately depend from parent independent Claim 1, as Claims 5 and 12 ultimately depend from parent independent Claim 4, as Claims 8 and 9 ultimately depend from parent independent Claim 7, and as Claim11 depends from parent independent Claim 10, it is respectfully submitted that these dependent claims patentably define over the applied references for at least the reasons noted above as to their respective parent independent claims. In addition, each of these dependent claims recites added features not taught or suggested by the applied references and patentably define over the applied references for this reason as well.

For example, Claims 13 and 14 require that the allocated predetermined amount of bandwidth be done in a particular manner. In Claim 13, the "allocated predetermined amount of bandwidth corresponds to a fixed reserved amount of bandwidth." On the other hand, Claim 14 recites that the "allocated predetermined amount of bandwidth is allocated based on fixed capacity allocation." None of the applied references, including relied on Fig. 4A, step

402, or Fig. 4B, step 406 of <u>Lodha</u>, teach or suggest these features added by Claims 13 and 14 that further guarantee a certain quality of service. In this regard, using a "fixed reserved amount of bandwidth" (Claim 13) or a "fixed capacity allocation" (Claim 14) enables a certain quality of service for such connections with such a "fixed reserved amount of bandwidth" (Claim 13) or a "fixed capacity allocation" (Claim 14). Merely teaching that there is a bandwidth allocation as in relied on Fig. 4A, step 402, or Fig. 4B, step 406 does not teach the particular allocation recited by either of these claims.
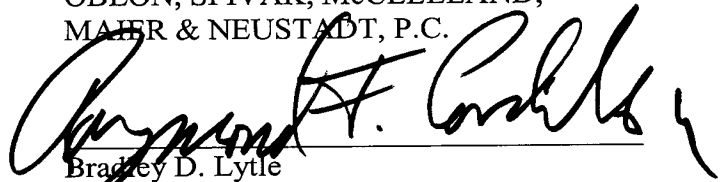
With further regard to dependent Claim 15, this claim requires that "the freed bandwidth is re-allocated in a next transmission frame." Again, none of the applied references, including relied on Fig. 4B, step 408 of <u>Lodha</u>, teach or suggest this feature added by Claim 15. in particular, as step 408 (as well as steps 402, 404, and 406 of Figs. 4A and B) lacks even a remote suggestion of any transmission frames, much less the required reallocation to a next transmission frame, nothing in the relied upon portion of <u>Lodha</u> is even relevant to this claim 15 recitation.

Accordingly, the rejection of dependent Claims 2, 3, 5, 6, 8, 9, and 11-15 under §103(a) as being unpatentable over <u>Gorsuch</u> in view of <u>Lodha</u> and further in view of <u>Benveniste</u> is respectfully submitted to be untenable and the withdrawal thereof is respectfully requested.

As no other issues are pending in this application, it is respectfully submitted that the

present application is now in condition for formal allowance, and it is hereby respectfully

requested that this case be passed to issue.

Respectfully submitted,

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